

## **DEVELOPMENT AGREEMENT**

(CHILD CARE CENTER)

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and among THE CITY OF WEST LAFAYETTE, (the “**City**”) and PURDUE RESEARCH FOUNDATION (“**PRF**”), an Indiana corporation (formed and existing under the Indiana Foundation or Holding Companies Act, Acts of 1921, ch. 246).

### WITNESSETH:

WHEREAS, the parties recognize that PRF provides substantial economic, educational, and non-economic benefits for Purdue University (“**Purdue**”), which is in the **City**, in Tippecanoe County, Indiana (collectively, the City and the County are referred to as the “**Community**”);

WHEREAS, PRF enhances the educational opportunities at Purdue and in the Community, encourages the formation and relocation to the Community of businesses that will employ highly-skilled workers, and promotes the economic development of the Community;

WHEREAS, PRF owns approximately 4 acres of real estate located at 1568 W. State Street, in the City, as more particularly described on Exhibit A (the “**Real Property**”), attached hereto and made a part hereof;

WHEREAS, PRF has represented to the City that PRF will cause to be constructed an approximately 16,735 square foot facility (the “**Center**”) on the Real Property, which it will lease to The Trustees of Purdue University for the use and occupation by Purdue as a child care center for its employees and students;

WHEREAS, the occupation of the Center by Purdue is anticipated to qualify the Center for an exemption from real property taxes and assessments levied by the County; and

WHEREAS, as a further inducement for the City to act as the conduit issuer of financing for the construction of the Center, PRF now represents that upon occupancy by Purdue it will make payments to the City each year until termination of this Agreement as set forth in Paragraph 2 below in lieu of real property taxes an amount equal to the amount of real property taxes that would have been owed for that year based on the assessed value of the Center (the “**Development Payments**”);

WHEREAS, PRF and the City desire to enter into this Agreement to memorialize PRF’s commitment to pay such Development Payments; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Development Payments. For a period of two years beginning the year of the first assessment following the date on which Purdue occupies the Center, PRF shall pay the Development Payments to the City. The parties acknowledge and agree this Agreement does not apply to any other properties owned by PRF and occupied by Purdue or to any other properties owned or occupied by Purdue.

2. Termination. This Agreement, and PRF's obligation to make Development Payments hereunder, shall terminate upon the occurrence of the earlier of: (1) PRF making the Development Payments described in Section 1 above; or (2) the Real Property or the Center becoming subject to real property taxation.

3. Miscellaneous.

(a) This Agreement may be executed in several counterparts, each of which will be an original, and all of which will constitute but one and the same agreement.

(b) This Agreement will be construed under the laws of the State of Indiana.

(c) If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

(d) The foregoing recitals, including the representations of the City and PRF contained therein, are essential to this Agreement, and are incorporated into this Agreement by this reference.

(e) Notices to the parties must be in writing and mailed by certified mail, return receipt requested, or delivered by hand, with a written receipt obtained from the person receiving delivery of the notice. Notices to PRF should be directed to Kurz Purdue Technology Center, 1281 Win Hentschel Blvd., West Lafayette, IN 47906, or at such other address as PRF may provide in writing to the City. Notices to the City should be directed to it in care of the Department of Development, City of West Lafayette, 222 N. Chauncey, West Lafayette, Indiana 47906, or at such other address as the City may provide in writing to PRF. Copies of all notices must also be provided to special counsel to the City, Thomas L. Brooks, Jr, P.O. Box 650, Lafayette, IN 47902.

(f) The obligation of PRF to make Development Payments under this Agreement is subject to and conditioned upon PRF obtaining a 100% exemption from real property taxation for the Real Property and the Center.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

CITY OF WEST LAFAYETTE

\_\_\_\_\_  
John R. Dennis, Mayor

ATTEST:

\_\_\_\_\_  
Judith C. Rhodes, Clerk-Treasurer

PURDUE RESEARCH FOUNDATION  
an Indiana corporation (formed and existing under  
the Indiana Foundation or Holding Companies Act,  
Acts of 1921, ch. 246)

By: \_\_\_\_\_  
Dan Hasler  
President and Chief Entrepreneurial Officer

ATTEST:

By: \_\_\_\_\_  
Judith A. Hall, Secretary

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EXHIBIT A  
LEGAL DESCRIPTION OF REAL PROPERTY